

EPSON END USER LICENSE AGREEMENT FOR OFFICE SOLUTIONS

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT. IF YOU ARE LOCATED (FOR USERS WHO ARE CORPORATIONS, REFERRING TO THE LOCATION OF THE HEAD OFFICE, AND COLLECTIVELY REFERRED TO AS “RESIDENCE”) IN THE UNITED STATES, SECTIONS 19-23 OF THIS DOCUMENT APPLY TO YOU. SECTION 19 CONTAINS A BINDING ARBITRATION PROVISION THAT LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT BEFORE A JUDGE OR JURY, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS FOR CERTAIN DISPUTES. AN “OPT-OUT” IS AVAILABLE UNDER SECTION 19.7 FOR THOSE WHO WISH TO BE EXCLUDED FROM THE ARBITRATION AND CLASS WAIVER.

This is a legal agreement (“Agreement”) between you (an individual or entity, referred to hereinafter as “you”) and Seiko Epson Corporation or affiliated companies of Seiko Epson Corporation according to your Residence (“Epson”) for the enclosed activation key, and the software programs activated by such key, including any related documentation (collectively referred to hereinafter as the “Software”). **BEFORE INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU NEED TO REVIEW AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE EPSON PRIVACY POLICY stated in Section 17.**

1 Grant of License.

On the condition that (i) you pay in accordance with the payment terms set by Epson, and (ii) you comply with this Agreement, Epson grants you a limited, nonexclusive license to install and use the Software for your personal and internal business use on the computer, smartphone, tablet, or other device (collectively, “Device”), provided that the Software is used on a Device owned or otherwise controlled by you. You may allow other users of the Device to use the Software, provided that you shall ensure that such users use the Software only in accordance with this Agreement. **YOU AGREE TO BE RESPONSIBLE FOR AND INDEMNIFY EPSON FOR LIABILITIES INCURRED AS A CONSEQUENCE OF USE BY SUCH USERS.** You may make backup copies of the Software, as necessary, provided the backup is only used to support your use of the Device.

There is a limit to the number of Devices that can be activated with the activation key. Unless otherwise stated in the attachment to this Agreement, the maximum number is specified in the specifications or other transaction documents related to the Software provided by Epson.

2 Upgrades and Updates.

If you obtain an updated, upgraded, modified, or added-feature version of the Software from Epson (collectively, the “Updated Version”), such Updated Version shall be included under the definition of Software under this Agreement, and the most current version of this Agreement shall apply thereto (for clarity, even if any update, upgrade, modification, or addition to the underlying program other than the Software (the “Base Program”) results in the content of the Base Program agreement being amended, this Agreement shall apply to the Software, unless the amended Base Program agreement has any specific remark on application of such amended Base Program agreement to the Software). You agree that Epson is not obligated to provide Updated Versions of the Software. However, Epson reserves the right, at its discretion, to provide Updated Versions of the Software. In providing Updated Versions, you agree that Epson may, at Epson’s sole discretion, add, change, discontinue, or remove any features from the Software. The Software may automatically connect to a server on the Internet to see if an updated version of the Software is available. The Software may also provide the ability to (i) automatically update the version of the Software that you are using, or (ii) manually download the appropriate updated version.

3 Other Rights and Limitations.

You agree not to modify, adapt or translate the Software and further agree not to attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. You may not transfer, rent, lease, distribute, lend the Software to third parties. And besides, you may not incorporate the Software into a revenue generating product or service. The Software is licensed as a single unit, and its component programs may not be separated for some other use. Further, you agree not to place the Software onto or into a shared environment accessible via a public network such as the Internet or otherwise accessible by others.

You agree that you may need to connect to the Internet to use the Software, and such connection and the retention thereof are your responsibility, as are any necessary costs therefor. You agree that the functions and operations of the Software may be restricted depending on the nature, functions, communication capacity, connection status, etc., of your use of the Internet. You agree that the provision, security, quality, etc. of the Internet service are the responsibility of the third party who provides such Internet service, and Epson is not responsible therefor.

4 Ownership.

Unless otherwise specified in this Agreement, title, ownership rights, intellectual property rights, and all other rights and legally protected benefits in and to the Software shall remain with Epson or its licensors and suppliers. The Software is protected by United States Copyright Law, copyright laws of Japan and international copyright treaties, as well as other intellectual property laws and treaties. There is no transfer to you of any title to or ownership of the Software and this License shall not be construed as a sale of any rights in the Software. You agree not to remove or alter any copyright, trademark, registered mark and other proprietary notices on any copies of the Software. Epson and/or its licensors and suppliers reserve all rights not granted. The Software may also contain images, illustrations, designs and photos ("Materials"), and the copyright of such material belongs to Epson and/or its licensors and suppliers, protected by national and/or international intellectual property laws, conventions and treaties. For clarity, (1) the Materials shall be used for non-commercial purposes only, (2) the Materials shall be edited, adjusted and copied only in the manner designated by the Software, and (3) you may use the Materials only for lawful personal use, home use or as otherwise legally permitted.

5 Open Source and Other Third-Party Components.

Notwithstanding the foregoing license grant, you acknowledge that certain components of the Software may be covered by third-party licenses, including so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format (such third-party components, "Third-Party Components"). A list of Third-Party Components, and associated license terms (as required), for particular versions of the Software is indicated at the end of this Agreement, relevant user manual/CD, or the license information displayed in Software. To the extent required by the licenses covering Third-Party Components, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Third-Party Components prohibit any of the restrictions in this Agreement with respect to such Third-Party Components, such restrictions will not apply to such Third-Party Component.

6 Governing Law.

If your Residence is in Japan, the Epson company that applies to your Residence is Epson Sales Co., Ltd., located at 4-1-6 Shinjuku, Shinjuku-ku, Tokyo, and this Agreement shall be construed and interpreted in accordance with Japanese law (excluding its conflict of laws principles).

If your Residence is in the United States, Canada or South America the Epson company that applies to your Residence is Epson America, INC., located at 3131 Katella Ave., Los Alamitos, CA 90720, U.S.A..

If your Residence is in Europe, Middle East and Africa, the Epson company that applies to your Residence is Epson Europe B.V., company registered under the laws of the Netherlands, located at Hoogoorddreef 5, 1101 BA Amsterdam, The Netherlands, and this Agreement shall be construed and interpreted in accordance with the laws of the Netherlands.

If your Residence is in Australia and New Zealand, the Epson company that applies to your Residence is Epson Australia Pty Ltd ABN 91 002 625 783, located at Level1, 3 Talavera Road Macquarie Park NSW 2113, Australia.

If your Residence is in Indonesia, Malaysia, Philippines, Singapore, Thailand, Vietnam, Pakistan, Myanmar, Cambodia and Lao People's Democratic Republic, the Epson company that applies to your Residence is Epson Singapore Pte Ltd, located at 438B Alexandra Road, Block B Alexandra TechnoPark, #04-01/04, Singapore.

If your Residence is in India, Bangladesh, Bhutan, Maldives, Sri Lanka and Nepal, the Epson company that applies to your Residence is Epson India Private Limited, located at 12th Floor, The Millenia, Tower A No. 1, Murphy Road, Ulsoor, Bangalore 560008 India.

If your Residence is in China, the Epson company that applies to your Residence is EPSON (CHINA) CO., LTD., located at 4th Floor, Tower 1 of China Central Place, 81 Jianguo Road, Chaoyang District, Beijing 100025 China.

If your Residence is in Hong Kong and Mongolia, the Epson company that applies to your Residence is Epson Hong Kong Limited, located at Unit 715-723, 7/F, Trade Square, 681 Cheung Sha Wan Road, Kowloon, Hong Kong.

If your Residence is in Taiwan, the Epson company that applies to your Residence is Epson Taiwan Technology & Trading Ltd., located at 15F., No.100, Songren Rd., Sinyi Dist., Taipei City, 11073 Taiwan.

If your Residence is in Korea, the Epson company that applies to your Residence is Epson Korea Co., Ltd. , located at 10F Posco P&S Tower, Teheranro 134(Yeoksam-dong), Gangnam-gu, Seoul, 06235, Korea.

The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded in all cases.

7 Disclaimer of Warranty and Remedy.

You acknowledge and agree that the use of the Software is at your sole risk. **THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND.** EPSON AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. Epson does not warrant that the operation of the Software will be uninterrupted, error free, free from viruses or other harmful components or vulnerabilities, or that the functions of the Software will meet your needs or requirements. Epson does not warrant that the Software will not damage hardware, programs, data or network services that you use. THE STATED LIMITED WARRANTIES AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS. **EPSON DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS, HOWEVER, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, AND IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

IRRESPECTIVE OF WHETHER THE ABOVE RESTRICTIONS APPLY, EPSON'S TOTAL LIABILITY FOR DAMAGES (CUMULATIVE LIABILITY) SHALL BE LIMITED TO THE PURCHASE PRICE OF THE ACTIVATION KEY.

8 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EPSON OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF EPSON OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS, AND IN SUCH STATES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. IRRESPECTIVE OF WHETHER THE ABOVE RESTRICTIONS APPLY, EPSON'S TOTAL LIABILITY FOR DAMAGES (CUMULATIVE LIABILITY) SHALL BE LIMITED TO THE PURCHASE PRICE OF THE ACTIVATION KEY.

9 U.S. Government Acquisition of the Software.

This Section applies to all acquisitions of the Software by or for the U.S. Government ("Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, "other transaction" ("OT"), or other activity with the Government. By accepting delivery of the Software, the Government, any prime contractor, and any subcontractor agree that the Software qualifies as "commercial" computer software within the meaning of FAR Part 12, paragraph (b) of FAR Subpart 27.405, or DFARS Subpart 227.7202, as applicable, and that no other regulation, or FAR or DFARS data rights clause, applies to the delivery of this Software to the Government. Accordingly, the terms and conditions of this Agreement govern the Government's (and the prime contractor and subcontractor's) use and disclosure of the Software, and supersede any conflicting terms and conditions of the contract, grant, cooperative agreement, OT, or other activity pursuant to which the Software is delivered to the Government. If this Software fails to meet the Government's needs, if this Agreement is inconsistent in any respect with Federal law, or if the above cited FAR and DFARS provisions do not govern, the Government agrees to return the Software, unused, to Epson.

10 Export Restriction.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

11 Binding Agreement; Assignees.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives.

12 Entire Agreement and Severability; Modifications; Effect of Non Enforcement of Epson's Rights.

This Agreement is the entire agreement between the parties related to the Software and supersedes any purchase order, communication, advertisement, or representation concerning the Software.

If any provision herein is found void or unenforceable by a court of competent jurisdiction (subject to Section 19 and 20 if you are located in the U.S.), it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

Epson reserves the right to amend the terms of this Agreement at its discretion. Amendments will be notified to you in advance on Epson's website, together with the effective date thereof. Your continued use of the Software after the effective date of any such amendment shall be deemed as your agreement to be bound by such amendment.

Any failure by Epson to exercise or enforce its rights or the provisions of this Agreement shall not be deemed as a waiver of such rights or provisions.

13 Injunctive and Equitable Relief.

Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that any violation of or non-compliance with this Agreement by you will cause irreparable harm to Epson, for which monetary damages would be inadequate, and you consent to Epson obtaining any injunctive or equitable relief that Epson deems necessary or appropriate in such circumstances. In addition, Epson may also take any legal, equitable, contractual and technical remedies, including, but not limited to, immediate termination of this Agreement or your use of the Software, to prevent violation of and/or to enforce this Agreement, if Epson reasonably believes that you are violating or intend to violate this Agreement.

14 INDEMNIFICATION.

YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD HARMLESS, AND UPON EPSON'S REQUEST, DEFEND EPSON AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ACTIONS, SUITS, AND CLAIMS ARISING FROM (I) ANY BREACH OF ANY OF YOUR OBLIGATIONS IN THIS AGREEMENT OR (II) ANY USE OF THE SOFTWARE OR ANY USE OF ANY HARDWARE COOPERATING WITH THE SOFTWARE. IF EPSON ASKS YOU TO DEFEND ANY SUCH ACTION, SUIT OR CLAIM, EPSON WILL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE THEREOF WITH COUNSEL OF ITS CHOICE. YOU WILL NOT SETTLE ANY THIRD-PARTY CLAIMS REGARDING YOU AND A THIRD-PARTY FOR WHICH EPSON IS ENTITLED TO INDEMNIFICATION FROM YOU UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF EPSON.

15 Termination.

Without prejudice to any other rights Epson has, your license rights under Section 1 above and your warranty rights under Section 7 above, shall automatically terminate upon failure by you to comply with this Agreement. Upon termination of such rights, you agree that the Software, and all copies thereof, will be immediately destroyed. In addition, if you discard or otherwise dispose of your Device, you shall first remove or uninstall the Software.

16 Capacity and Authority to Contract.

You represent that you are of the legal age of majority in your state or jurisdiction of residence and have all necessary authority to enter into this Agreement, including, if applicable, due authorization by your employer to enter into this Agreement.

17 Privacy, Information Processing.

The Software may have the ability to connect over the Internet or any network, to transmit data directly or indirectly to and from your Device. For example, if you install the Software, the Software may cause your Device to send information about the Software, your Device and/or your hardware cooperating with the Software such as model and serial number, country identifier, language code, operating system information, and usage information (in this section, "Usage Information") to an Epson Internet site, and/or such a site may return promotional or service information to your Device for display. As long as the Usage Information does not correspond to personal information, Epson and its affiliated companies shall be free to use the Usage Information within the scope of its business, including provision to third parties. Any processing of personal information provided through the Software, shall be according to applicable data protection laws and the Epson Privacy Policy located at https://global.epson.com/privacy/area_select_confirm_eula.html. To the extent permitted by applicable laws, by agreeing to the terms of this Agreement and by installing the Software, you consent to the processing and storage of your information in and/or outside your country of residence. If there is a specific privacy policy incorporated into the Software and/or displayed when you use the Software (for example, in the case of certain software application software), such specific privacy policy shall prevail over the Epson Privacy Policy stated above.

18 Third Party Websites.

You may, through hypertext or other computer links from the Software, gain access to websites and use certain services that are not under the control of or operated by Epson, but rather are controlled by third parties. You acknowledge and agree that Epson is not responsible for such third party sites or services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. These third party websites/services are subject to different terms and conditions and when you access and use third party websites/services, you will be legally bound by the terms and conditions of those websites/services. If there is a conflict between this Agreement and terms and conditions of third party websites/services, the third party websites'/services' terms and conditions will govern with respect to your access and use of those websites/services. Although Epson may provide a link to a third party website/service from the Software, such a link is not an authorization, endorsement, sponsorship or affiliation by Epson with respect to such website/services, its content, its owners or its providers. Epson provides such links for your reference and convenience only. Accordingly, Epson makes no representations whatsoever concerning such websites/services and does not provide any support related to such third party sites or services. Epson has not tested any information, products or software found on such websites/services and therefore cannot make any representations whatsoever with respect thereto. **YOU AGREE THAT EPSON IS NOT RESPONSIBLE FOR THE CONTENT OR OPERATION OF SUCH WEBSITES/SERVICES, AND IT IS UP TO YOU TO TAKE PRECAUTIONS TO ENSURE THAT WHATEVER YOU SELECT IS FREE OF ITEMS SUCH AS VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF A DESTRUCTIVE NATURE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE EXTENT TO WHICH YOU MAY USE ANY CONTENT AT ANY OTHER WEBSITES/SERVICES TO WHICH YOU LINK FROM THIS SOFTWARE.**

(IF YOUR RESIDENCE IS IN THE UNITED STATES, THE FOLLOWING SECTIONS 19 - 23 APPLY TO YOU)

19 DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

19.1 Disputes.

The terms of this Section 19 shall apply to all Disputes between you and Epson. The term “Dispute” is meant to have the broadest meaning permissible under law or in equity and includes any dispute, claim, controversy or action between you and Epson arising out of or relating to this Agreement (including its formation, performance, or breach), the Software, hardware that cooperates with the Software, the parties’ relationship with each other and/or any other transaction involving you and Epson, whether in contract, or with respect to warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. However, a “Dispute” does not include a claim or cause of action for (a) trademark infringement or dilution, (b) patent infringement, (c) copyright infringement or misuse, or (d) trade secret misappropriation (an “IP Claim”). A “Dispute” also does not include a request for public injunctive relief. You and Epson agree, consistent with Section 19.6(a), that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim, as well as whether a claim seeks public injunctive relief.

19.2 Initial Dispute Resolution.

Before submitting a claim for arbitration in accordance with this Section 19, you and Epson agree to try, for sixty (60) days, to resolve any Dispute informally. If Epson and you do not reach an agreement to resolve the Dispute within the sixty (60) days, you or Epson may commence an arbitration in accordance with Section 19.6. Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3840 Kilroy Airport Way, Long Beach, CA 90806. Any notice of the Dispute shall include the sender’s name, address and contact information, the facts giving rise to the Dispute, and the relief requested. Any notice sent to you will be sent to the most recent address Epson has in its records for you. For this reason, it is important to notify us if your address changes by emailing us at EAILEgal@ea.epson.com or writing us at the address above. You and Epson agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section 19. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and we agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration.

Consistent with Section 19.6(a), you and Epson agree that any disagreements regarding compliance with this Section 19.2 shall be decided by a court, not an arbitrator; pending resolution of any such disagreements by a court, which may include requests to compel compliance with this Section 19.2, you and we agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section 19.2 is complete. You and Epson acknowledge that either party’s failure to comply with the provisions of this Section 19.2 would irreparably harm the other, and you and Epson agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in this Section 19.2 is complete.

19.3 Binding Arbitration.

If you and Epson do not reach an agreed upon solution within a period of sixty (60) days from the time informal dispute resolution is pursued pursuant to Section 19.2 above, then either party may initiate binding arbitration. Except as stated below in Section 19.4, you and Epson agree that all Disputes shall be resolved by binding arbitration according to this Agreement. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING, AND YOUR RIGHT TO DISCOVERY AND GROUNDS FOR APPEAL ARE MORE LIMITED THAN IN COURT.** Pursuant to this Agreement, and except as stated below in Section 19.6(h), binding arbitration shall be administered by JAMS, a nationally recognized arbitration provider, pursuant to the JAMS Streamlined Arbitration Rules and Procedures or its applicable code of procedures then in effect for consumer related disputes, but excluding any rules that permit class arbitration. For

more detail on the procedure to initiate arbitration and what your demand for arbitration should include, see Sections 19.6(g) and 19.6(h) below. You and Epson understand and agree that (a) the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) governs the interpretation and enforcement of this Section 19, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section 19 shall survive termination of this Agreement.

19.4 Exception - Small Claims Court.

Notwithstanding the parties' agreement to resolve Disputes through arbitration, you or we may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

19.5 WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND EPSON AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR CLASS ARBITRATION. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH ABOVE IN SECTION 19.3 SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.

19.6 Arbitration Procedure.

a) The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, except for requests for public injunctive relief, if any, which shall be decided by a court, not an arbitrator. If either party seeks public injunctive relief, that request for relief shall be severed from any arbitration proceeding and stayed pending a final determination of the arbitration. Nothing in Section 19 of this Agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and you and we agree to cooperate to effect the stay of any requests for public injunctive relief.

The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, and consistent with Sections 19.1, 19.2, 19.6(a) and 19.6(h) of this Agreement, a court may determine: (i) the limited question of whether a claim or cause of action is for an IP Claim, which is excluded from the definition of "Disputes" in Section 19.1 above; (ii) disagreements regarding compliance with the initial dispute resolution provisions in Section 19.2 above; (iii) disagreements regarding claims for public injunctive relief as set forth in this Section 19.6(a); and/or (iv) disagreements regarding the provisions for "Mass Arbitration" in Section 19.6(h) below.

b) **Costs of Arbitration and Legal Fees.** In some instances, the costs of arbitration can exceed the costs of litigation. Each party will have the right to use legal counsel in connection with arbitration at its own expense. If, however, the arbitrator determines that a claim or defense asserted by you or Epson is patently frivolous or in bad faith, the arbitrator may award the reasonable legal fees and costs incurred by the other party defending against the claim or defense. By way of illustration only, and without limitation, a patently frivolous claim may be found where it is based on a product never purchased by a claimant.

- c) Discovery. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration. The right to discovery may be more limited in arbitration than in court.
- d) Awards. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction.
- e) Hearing Format and Location. You may choose to engage in arbitration hearings by telephone or, if you and we both agree, to conduct it online, in lieu of appearing live. Arbitration hearings not conducted by telephone or online shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.
- f) Settlement Offers. During the arbitration, the amount of any settlement offer made shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Epson is entitled.
- g) Initiation of Arbitration Proceeding Before JAMS. Except as stated in Section 19.6(h) below, if you or Epson commences arbitration, the arbitration shall be governed by the JAMS Streamlined Arbitration Rules and Procedures or the applicable rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this Agreement. All Disputes shall be resolved by a single neutral arbitrator, which shall be selected in accordance with the JAMS Streamlined Arbitration Rules and Procedures, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. If either you or Epson decides to arbitrate a Dispute before JAMS, both parties agree to the following procedure:
- (i) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. The demand also must identify the product purchased, identify the date and place of purchase and, if possible, provide proof of purchase. You can find a copy of a demand for arbitration at <http://www.jamsadr.com>.
 - (ii) Send three copies of the demand for arbitration, plus the appropriate filing fee, to: JAMS, 500 North State College Blvd., Suite 600 Orange, CA 92868, U.S.A.
 - (iii) Send one copy of the demand for arbitration to the other party (at the same address as the notice of a dispute, above in section 19.2), or as otherwise agreed by the parties.
- h) Initiation of Mass Arbitration Before FedArb. Notwithstanding Sections 19.3 and 19.6(g), if 20 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration." If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by FedArb, a nationally recognized arbitration provider, and governed by the FedArb Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "FedArb Rules"), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500. You and we agree that the Mass Arbitration shall be resolved using FedArb's Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>.
- Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb's Framework for Mass Arbitration Proceedings ADR-MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb.
- Consistent with Section 19.6(a) above, you and Epson agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or Epson may seek an order from a court of competent jurisdiction compelling compliance with this Section 19.6(h) and compelling

administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and Epson acknowledge that either party's failure to comply with the provisions of this Section 19.6(h) would irreparably harm the other, and you and Epson agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 19.6(h) are resolved by the court.

19.7 30 day right to Opt-out.

You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class proceedings set forth in Sections 19.3 to 19.6 of this Agreement by sending a written letter to the Epson address listed above in Section 19.2 within thirty (30) days of your assent to this Agreement that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class proceedings specified in this Section 19. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement, including this Section 19, shall continue to apply, including the requirement to provide notice prior to litigation. If you opt-out of these arbitration provisions, Epson will also not be bound by them.

19.8 Amendments to Section 19.

Notwithstanding any provision in this Agreement to the contrary, you and Epson agree that if Epson makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Epson's address) in this Agreement, Epson will obtain your affirmative assent to the applicable amendment. If you do not affirmatively assent to the applicable amendment, you are agreeing that you will arbitrate any Dispute between the parties in accordance with the language of this Section 19 (or resolve disputes as provided for in Section 19, if you timely elected to opt-out) when you first assented to this Agreement.

19.9 Severability.

If any provision in this Section 19 is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. **The foregoing shall not apply to the prohibition against class actions as provided in Section 19.5. This means that if Section 19.5 is found to be unenforceable, the entire Section 19 (but only Section 19) shall be null and void.**

20 For New Jersey Residents.

NOTWITHSTANDING ANY TERMS SET FORTH IN THIS AGREEMENT, IF ANY OF THE PROVISIONS SET FORTH IN SECTIONS 7 OR 8 ARE HELD UNENFORCEABLE, VOID OR INAPPLICABLE UNDER NEW JERSEY LAW, THEN ANY SUCH PROVISION SHALL NOT APPLY TO YOU BUT THE REST OF THE AGREEMENT SHALL REMAIN BINDING ON YOU AND EPSON. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT IS INTENDED TO, NOR SHALL IT BE DEEMED OR CONSTRUED TO, LIMIT ANY RIGHTS AVAILABLE TO YOU UNDER THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT.

21 Purchasing Ink.

For Epson printer products sold in North America, features of the Software may give you the option to purchase ink from Epson. When you click the "buy" button, your Device will display the ink level

and types of cartridges you can purchase online from Epson, as well as the color, compatible cartridge sizes, replacement cartridge prices, and other information about cartridges.

22 Downloadable Update Versions.

When an updated or upgraded version of the Software becomes available, you may download the updated or upgraded version from Epson's website. If you consent to installation of the Software, information will be sent and received from the Internet, and information will be collected and used in accordance with Epson's current Privacy Policy and the current version of this Agreement. By installing the Software, you agree that the current version of Epson's Privacy Policy and the current version of this Agreement apply to the transmission, receipt, collection and use of such information.

23 Epson Account and Advertisements.

If you have installed the Software, registered products with Epson, and/or created an account on the Epson Store, and consented to the use thereof, then you also agree to the collation of information related to installation, Epson product registration information and information used in the creation of the Epson Store account, which consists of both personal and non-personal identifying information, and you consent to Epson's use of such collated information to send promotional and service related information to you. If you do not wish Epson to send information about products or receive promotional or service related information, you can disable these features on Windows systems through the Monitoring Preferences section included in the driver. On Mac operating systems, you can disable these features by uninstalling the Epson Customer Research Participation and Low Ink Reminder software.

(IF YOUR RESIDENCE IS IN JAPAN, THE FOLLOWING SECTION 24 APPLIES TO YOU)

24 Dispute Resolution Method.

This section shall apply to all "Disputes" between you and Epson (including "IP Claims" as defined in Section 19.1). The Tokyo District Court shall have agreed exclusive jurisdiction for the first instance for all Disputes. You and Epson shall mutually consult for 60 days prior to filing any lawsuit in accordance with this section. If such consultation does not resolve the Dispute within 60 days, you or Epson may file a lawsuit at the Tokyo District Court.

(IF YOUR RESIDENCE IS IN EUROPE, MIDDLE EAST AND AFRICA, THE FOLLOWING SECTION 25 APPLIES TO YOU)

25 Jurisdiction.

This section shall apply to all "Disputes" between you and Epson (including "IP Claims" as defined in Section 19.1). Any Dispute between you and Epson, whether in contract or in tort, shall be heard and determined by the courts of Amsterdam in the Netherlands, unless we give notice to you requiring it to be heard and determined in a country in which you have your Residence. You irrevocably consent to the registration and enforcement in and by the courts of any other country of any judgement obtained against you in the Courts of Amsterdam in the Netherlands, or such other permitted country, and undertake not to challenge or obstruct any such registration or enforcement proceedings.

[Attachment]

Software Name	Number of Activations
DCP Enhanced OCR	2 Computers (provided that both are used by one user only)